to meet and adjust; *Kennett* v. *Millbank*, 21 *Com. Law Rep.* 213; *Pattison* v. *Frazier*, 2 *Bland*, 381, *note;* but it cannot be received as a concession, that his own authenticated claim has been entirely satisfied by one which it does not lay upon him to ascertain; and which he who holds it, apparently estimates at so low a value as to neglect to bring forward and establish. The affidavit prescribed by the Act of Assembly in relation to intestates' estates, and which Act is taken as a guide by this Court in cases of this sort, requires the deponent to swear, that he had received no satisfaction, "except what, if any, is credited;" 1798, ch. 101, sub-ch. 9; but these affidavits credit nothing; and the deponents leave us distinctly to understand, that it was not in their power to give credit for any particular amount as a discount from their claim. And therefore, as in an action of account, if the defendant refuses to account, the plaintiff shall recover according to the value mentioned in the declaration; *Com. Dig. tit. Accompt, E.* 15; *Babington on Set-off*, 3; *Poulter* v. *Cornwall*, 1 *Salk.* 9; *Godfrey* v. *Saunders*, 3 *Wils.* 117; so here, if the party fails or neglects to shew the amount of the discount to which he is entitled, the whole claim must be allowed.

I am therefore of opinion, that in all these cases, as well where an account in bar has been filed by the defendants, and it has not been regularly authenticated according to the course of the Court, as where a discount in bar has been referred to in the affidavit of the claimant himself without specifying the amount, it must be disregarded, and the whole amount of the creditor's claim must be allowed, as if nothing whatever had been said about any discount in bar. These directions apply first to claims No. 1, 3, 4, 8, 22, 29, 31, 35, 39, 42, 43, 49, 57, 87, 101, 138, 139, 140, 141, 147, 153 and 154; and in the next place to claims No. 41, 56, 58, 86, * 91 and 119; as to all which, the doubts or objections of the auditor, in these respects, must be overruled. **356**

In the administration of the assets of a deceased debtor by this Court, where he had been, in his life-time, a member of a partnership, it is now definitely established, that the partnership creditors must be first satisfied out of the joint funds; and the separate creditors first paid out of the separate estate. *McCulloh* v. *Dashiell*, 1 *H. & G.* 97. Consequently, until the partnership creditors have been thus fully satisfied, the separate creditors can make no claim upon the partnership effects; nor until the separate creditors are satisfied, can the partnership creditors be permitted to take anything from the separate estate. The debtor, in such cases, has two distinct capacities, the one a natural, the other a conventional capacity; *Salmon* v. *The Hamborough Company*, 1 *Cha. Ca.* 204; *Coppen* v. *Coppen*, 2 *P. Will.* 295; *S. C. Sel. Ca. Chan.* 30; in the one case his capacity is that of a separate individual, in the other it is that of a partner according to the contract among an associa-